Secretary to enter into credit transactions on behalf of the Association. It is common ground between the parties that the question of the powers of the committee to bind the members as regards contracts with tradesmen depends upon the rules. Rules will not be construed as giving authority to pledge the credit of the members in the absence of a plain indication of an intention to that effect because it is generally understood that persons by joining a club do not intend to incur any liability beyond the subscriptions payable according to the rules so long as they remain members (see *Wise* v. *Perpetual Trustee Company Limited*[4]). Looking at the rules of the Perak Amateur Athletic Association as a whole I cannot read into them any authority express or implied enabling members of the Managing Committee to pledge the credit of the members of the Association by contracting on their behalf.

It has been argued by the respondent that because the amount due to the appellant company has been shown in the balance sheets of the Association each year it must be implied that the members of the Association have agreed to the Secretary pledging the credit of the members of the Association. This proposition is attractive but it is not free of authority. The case in point is *Blackburn and District Benefit Building Society* v. *Cunliffe, Brooks & Co.*[5] which is a decision of the Court of Appeal. In that case the society which had never been incorporated and had no power to borrow money was allowed by its bankers to make large overdrafts at the request of the directors of the society. Annual balance sheets showing the amounts due to the bankers were sent to all members of the society and adopted at the annual meetings. It was held that there had been no ratification of such acts of the directors by all the members of the society as such ratification could not be implied from merely seeing and not questioning the balance sheet accounts which had been sent to them, and no ratification of such acts by the majority would bind the minority of the members.

The position is therefore that there never was any general authority from the members of the Association to the Committee to pledge its credit and therefore when the respondent purported to act on behalf of the Association as a whole he had no authority so to do. The position of the appellant is, I consider, well described by Scott L.J. at page 386 of the *Bradley Egg Farm*[3] case, *supra*, in the following words:

"That the plaintiffs intended to make a real contract with somebody is beyond doubt; but it is equally beyond doubt that they had never formed any intention in their own minds beyond the vague one of making a contract with the person or persons the law would hold responsible on the contract. They did not, of course, think about it at all; they merely assumed, with the confidence natural to a nation which normally carries out its contracts, that somebody would be responsible. They expected performance and not breach; but the rest was assumption which they never even began to think out."

It may well be that the General Committee of the Association has ratified the action of the respondent, and it may well be that he is entitled to contribution from them. I am, however, satisfied that the respondent who purported to contract on behalf of the Association is liable for the balance of the account in the name of the Association because he contracted on behalf of the Association without authority and is therefore liable to make compensation to the appellant by virtue of the provisions of section 188 of the Contracts (Malay States) Ordinance, 1950.

This appeal must therefore be allowed and judgment entered for $1,169 (an interim payment of $500 having been made since the suit was instituted) together with interest at the rate of 6 per cent from the 28th day of March, 1959, being the date on which the judgment of the President of the Sessions Court was delivered together with costs of the suit and of this appeal as taxed by the proper officer of the Court.

Appeal allowed.

Solicitors: *Maxwell, Kenion, Cowdy & Jones; Braddell & Ramani.*

RURAL AND INDUSTRIAL DEVELOPMENT AUTHORITY v. MOHAMED BIN DAUD & ORS.

[O. C. J. (Hepworth J.) May 12, 1960]

[Kuala Trengganu — Civil Suit No. 21 of 1958]

Practice and Procedure — Corporation — Appearance — Statutory corporation — Delegation of authority "to sue or defend" — Rural and Industrial Development Authority Ordinance, 1953, ss.2, 3 and 12.

In this case the Assistant Rural Development Officer, Trengganu, purported to appear on behalf of the plaintiff. As his authority for so doing he produced a document which was signed by the Chairman of the R.I.D.A. which purported to delegate to him "power and authority to sue or defend on behalf of the Authority and for such purpose to attend and appear on behalf of the Authority at any proceedings . . ." Under the Ordinance, the only way in which a person who is not a member of the Authority can be authorised to carry out any of the duties, powers or functions of the Authority is for a Committee so authorised by the Authority in the delegation of authority to that Committee to delegate its powers to that person.

Held: the document produced by the Assistant Rural Development Officer did not delegate any power of the Authority to him and therefore the Court could not hear him.

Cases referred to:—

(1) *Carltona Ltd.* v. *Works Commissioners* [1943] 2 All E.R. 560.

(2) *Frinton U.D.C.* v. *Walton Sand, etc. Co.* [1938] W.N. 31.

SUMMONS FOR JUDGMENT.

Defendants in person.

Hepworth J.: In a Summons for Judgment in this Suit in which the Rural and Industrial Development Authority was the Plaintiff, the Assistant Rural Development Officer, Trengganu, purported to appear on behalf of the Plaintiff. As his authority for so doing he produced a

document which was signed by the Chairman of the Authority which read as follows:—

"In pursuance of a Resolution passed on 27th November, 1957 by the Authority, I hereby delegate under Section 12 of the R.I.D.A. Ordinance No. 48 of 1953, to Inche Ahmad bin Abu Samah, Assistant Rural Development Officer, Trengganu the power and authority to sue or defend on behalf of the Authority and for such purpose to attend and appear on behalf of the Authority at any proceedings . . . . .".

The relevant sub-sections of section 12 of the Rural and Industrial Development Authority Ordinance, 1953, are sub-sections (1) and (2) which read as follows:—

"(1) Subject to the provisions of this Ordinance, the Authority may delegate to any member of the Authority or to any committee the power and authority to carry out on their behalf such duties, powers or functions as the Authority may determine, and may authorise any committee to delegate to any sub-committee thereof or to any person any duties, powers or functions delegated to such committee.

(2) The Authority may at the time of delegating any power or authority under sub-section (1) to any member or committee or at any time thereafter give directions as to the manner in which such delegated power or authority is to be exercised and may at any time revoke, modify or increase such delegation."

The Authority is a body corporate and may sue and be sued in its name (Section 3).

It will be seen that the Authority may delegate its powers to:—

(i) any member of the Authority, or

(ii) any Committee,

and such delegation may authorise any Committee to delegate to:—

(a) any sub-committee, or

(b) any person

any of the duties, powers or functions delegated to such Committee. The Authority may also at the time of delegation give directions to:—

(i) any member of the Authority, or

(ii) any Committee

as to the manner in which such delegated power or authority is to be exercised.

The meaning of the word "member" or "member of the Authority" is defined in section 2 of the Ordinance as meaning any member of the Authority appointed by virtue of or under section 5 of the Ordinance.

It would appear, therefore, that the only way in which a person who is not a member of the Authority can be authorised to carry out any of the duties, powers or functions of the Authority is for a Committee so authorised by the Authority in the delegation of authority to that Committee to delegate its powers to any person.

The document which was produced in this case does not disclose the terms of the Resolution passed on the 27th November, 1957, but in any event it does not appear that the Chairman of the Authority has any power under the Ordinance to delegate in the manner in which he purports to delegate in this document. As I have already said it seems to me that the only power to delegate to a person is a power which can be given to a Committee by the Authority. It does not appear that the Chairman was signing this document as the Chairman or a member of any Committee, nor does it appear whether any such Committee, if there was one, was vested with the necessary powers by the Authority permitting them to delegate the duties, powers or functions which had been delegated to them by the Authority.

To the maxim *delegatus non potest delegare* there are certain well-recognised exceptions, where an authority to delegate will be implied, generally on the ground that there is no personal confidence reposed or skill required, and that the duties are capable of being equally well discharged by any person (*Halsbury* 3rd Edn. Vol. I, p. 170). To my mind this can have no application in this case as suing on behalf of the Authority is clearly a matter in which personal confidence is necessary and skill is required.

Nor does the *Carltona Case*[1] assist because there the *ratio decidendi* was that constitutionally the act or decision of the official is that of the Minister and so in law there is no delegation. In the present case the Authority is a statutory corporation whose acts, and the acts of whose servants, are regulated by the Statute, the Rural and Industrial Development Authority Ordinance, 1953.

I was therefore unable to hear the Assistant Rural Development Officer as the document he produced did not, in my opinion, delegate any of the powers of the Authority to him. Whether a duly appointed representative of the Authority has a right of audience in the High Court on behalf of the Authority is another matter and one which I do not have to decide. Reference however to the Annual Practice 1957, at p. 222, under the heading Corporations, suggests that corporations, whether incorporated by charter, special Act of Parliament or registration, cannot appear except by Counsel. The authority for this is given as *Frinton U.D.C.* v. *Walton Sand, etc., Co.*,[2] but regrettably this authority is not available here.

Order accordingly.

HO AW HUAN v. REG.

[A. Cr. J. (Rose C.J.) June 29, 1960]

[Singapore — Magistrate's Appeal No. 57 of 1960]

Criminal Law and Procedure — Presumption — Person found in, or escaping from a place used for the purpose of smoking opium — Construction.

Dangerous Drugs — Dangerous Drugs Ordinance (Cap. 137), ss.10(2) and 37(c) — Presumption — Evidence.

The appellant in this case was convicted of being found in a place used for the purpose of smoking prepared opium contra section 10(2)(b) of the Dangerous Drugs Ordinance. In his grounds of decision the learned Magistrate said "upon taking all the evidence produced in support of the prosecution I held that a *prima facie* case against the accused had been made out with the aid of section 37(c) (Cap. 137), which, if unrebutted